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DISTRICT ATTORNEY
35TH JUDICIAL DISTRICT OF TEXAS

RQ-0347-JC

February 7, 2001

RECEIVED

FEB 12 2001

OPINION COMMITTEE

Honorable John Cornyn
Attorney General of Texas
c/o Susan D. Gusky, Chair Opinion Committee
P.O.Box 12548
Austin, Texas 78711-2548

FILE # 12-41879-01

I.D. # 041879

Dear Attorney General Cornyn:

I took office as District Attorney, 35th Judicial District, on January 1, 2001.

During my first month, I discovered that my predecessor in office had signed a 51 month lease for use of a postal meter system (copy of lease is attached).

As an elected official, one of my concerns is that taxpayer money be spent responsibly. The cost of the lease, in my opinion, will exceed the needs of our office.

I have 14 months remaining on the lease. The leasing company will not agree to cancel the lease and stop payments.

My question is: Is an elected official under my circumstances bound to a long term lease agreement entered into and signed by his predecessor in office?

Sincerely yours,

A handwritten signature in black ink, appearing to read "Sky Suddertth", written over a horizontal line.

SKY SUDDERTH
District Attorney